RE-BID NUMBER 6346 Due: June 13, 2019 at 2:00PM

#### **GENERAL INSTRUCTIONS TO BIDDERS**

The Town of Trumbull, Connecticut (hereinafter referred to as Town), through the Office of the Purchasing Agent, will accept sealed bids to for a **MULTI-ONE 7.3S (2 SPEED) LOADER** accordance with the specifications and requirements contained in this request.

#### 1. PREPARATION OF PROPOSALS

- a. Bids shall be submitted by using the enclosed BID PROPOSAL FORM that accompanies this request. Submit one (1) <u>ORIGINAL</u> and one (1) <u>EXACT COPIES</u>. Bidders should submit bids in a clear, concise and legible manner to permit proper evaluation of responsive bids.
- b. Bidders may also submit, under separate cover with their proposal, any samples of reports and documents that are necessary to meet the requirements (deliverables) of this request should a purchase order be awarded.
- c. No oral, Email, telephonic, or faxed proposals will be considered. Corrections, deletions, or additions to bids may be made by wire, provided such wires are received in correct and comprehensive form prior to the opening time of bids, and confirmed by letter. No telephone, Email corrections, deletions, or additions will be accepted. The Town reserves the right to reject any or all bids, and to waive any or all formalities in connection therewith.

#### 2. BID SUBMISSION

Bids are to be submitted in a sealed envelope addressed as follows:

RE-BID: 6346 Due: June 13 @ 2:00PM MULTI-ONE 7.3S (2 SPEED) LOADER KEVIN BOVA Purchasing Agent Town of Trumbull 5866 Main Street Trumbull, CT 06611

Please be advised that the person(s) signing the formal proposal must be authorized by your organization to contractually bind your firm with regard to prices and related contractual obligations for the delivery period requested.

### 3. BID TIME

- a) Bids shall be received at the office of the Purchasing Agent Kevin Bova, Town Hall, prior to the advertised hour of opening, at which time all proposals will be publicly opened and read aloud. Any bids submitted or received after the advertised hour shall not be accepted, opened or read.
- b) A bidder may withdraw a proposal at any time prior to the above scheduled date and time. Any bid received after the above scheduled date and time shall not be considered or opened.

## 4. TOWN OPTIONS

- c) The Town of Trumbull reserves the right to reject any and all bids and does not bind itself to accept the lowest bid or any proposal. The Town reserves the right to ask for new bids in whole or in part, or to reject any or all bids, or any part thereof, and to waive any requirements, irregularities, technical defects or service therein when it is deemed to be in the best interest of the Town.
- d) If a bid proposal does not meet or better the required specifications, requirements, and scope of work requested on all points that must be outlined in a letter attached to the bid proposal otherwise it will be presumed that the bid as proposed is in accordance with the required specifications.
- e) The requirements and specifications of this request call for a specific commodity being purchased and do not permit any substitutions.

- f) If your product does not meet or better the required specifications on all points that must be outlined in a letter otherwise it will be presumed that a proposal is in accordance with the required specifications.
- g) In addition to consideration of a favorable bid, the Purchasing Department may give consideration to the most favorable delivery date and past experience.

#### 5. TAXES

All purchases made by the Town, and associated with the award of this requirement shall be tax exempt. Any taxes must not be included in bid prices. A Town Tax Exemption Certificate shall be furnished upon request.

#### 6. INQUIRIES

- a) All inquiries regarding this request shall be answered up to the close of business on **June 6, 2019** after which time no additional questions will be accepted. To ensure consistent interpretation of certain items, answers to questions the Town deems to be in the interest of all bidders will be made available in writing, EMAIL or by Fax as appropriate to all bidders. Inquiries of a technical nature may be directed to **Mr. Dmitri Paris (203-452-5075)**; all others may be directed to Kevin Bova, Purchasing Agent (203.452.5042).
- b) The Town reserves the right to communicate with any or all of the bidders to clarify the provisions of Proposals. The Town further reserves the right to request additional information from any bidder at any time after proposals are opened.

It is the sole responsibility of a bidder to verify any addendums that may have been issued relating to this request prior to submission of a proposal. Any notice of addendum shall be published on the Purchasing Department Website <a href="https://www.trumbull-ct.gov">www.trumbull-ct.gov</a>. Failure to submit a response that does not address any changes or addendums may result in a disqualification of a proposal submission.

### 7. AWARD AND AUTHORITY

The Town Purchasing Agent will issue notification of Award in writing and followed by a purchase order and a Standard Contract.

# 8. ASSIGNMENT OF RIGHTS, TITLES, AND INTERESTS

Any assignment or subcontracting the selected contractor for work to be performed, or **goods** and/or services to be provided, in whole or in part, and any other interest in conjunction with Town procurement shall not be permitted without the express written consent of the Town of Trumbull.

#### 9. HOLD HARMLESS CLAUSE

The Contractor agrees to indemnify, hold harmless and defend the Town from and against any and all liability for loss, damage or expense which the Town may suffer or for which the Town may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed under this Contract, whether or not due in whole or in part of any act, omission or negligence of the Owner or any of his representatives or employees.

# 10. WORK REGULATIONS AND STANDARDS

All work activities performed in association with this request must be performed and completed for the Town in accordance with current Federal State and Local regulations. All services performed shall also conform to the latest OSHA standards and/or regulations. The Contractor shall comply with all of the Connecticut General Statutes and comply with the EEO requirements.

#### 11. ADENDUMS

It is the responsibility of the bidder to verify <u>prior to final submittal</u> of a bid or bid if any addenda to this request have been issued. Any addenda to this request shall be posted on the Town of Trumbull website <u>www.trumbull-ct.gov</u> under the Purchasing Department's section. Bidders may also call the Purchasing Department directly 203.452.5042 for inquiries regarding addenda.

### 12. PRICING AND TERM

All prices quoted are to be firm for a period of **ninety day (90)** following bid opening. Special Consideration will be given to responses with extended firm price dates. The Town is always interested in any and all cost reduction opportunities.

#### **INVOICES**

Invoices shall be submitted in duplicate to Town of Trumbull PWD- Parks Dept. ATT: Dmitri Paris Highway Department 366 Church Hill Road. Trumbull, CT 06611

#### 14 CERTIFICATE OF ORIGIN AND BROCHURES

Successful bidder shall provide the Certificate(s) of Origin to the Town at the time of delivery. The price quoted shall not include any cost for plates nor certificate of title.

#### 13. DELIVERY AND F.O.B.

The quoted price must be F.O.B. Trumbull, Connecticut as designated on the purchase order. All prices shall be quoted as **DELIVERED PRICES**. The terms of the sale must be stated.

The successful bidder shall advise the Town's Parks Supervisor Manager **Dmitri Paris (203-452-5075)**) as to the delivery date and time to arrange for acceptance and inspection of the equipment for the Town by the Town.

In addition to the delivery of the vehicles and the satisfactory acceptance thereof, it is also the responsibility of the successful bidder to furnish the Town with the following documents:

- Original Certificate of Origin (at the time of delivery)
- Warranty
- > Tax Exemption Certificate
- Repair & Parts Manual

The Town will not be obligated for payment until all of the above requirements are met and the Purchasing Department has received all necessary documents.

### 14 CONFLICT OF INTEREST

Public officials shall be prohibited from receiving any town work procured through a public Bid or bid waived process so as to avoid any appearance of impropriety or conflict of interest; And; Public officials cannot circumvent the intent of this ordinance by receiving town work Through a bid waiver, as proscribed by the Trumbull Town Charter.

### 15. EQUAL TO ITEMS

Any "Equal-To" items proposed in response to this request must be approved by the Town; the Town reserves the right to reject any proposal offering equipment and/or materials, which, if in its opinion does not meet the standard of quality established by the attached specifications. Any such decision shall be considered final and not subject to further recourse.

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**TECHNICAL SPECIFICATIONS AND REQUIREMENTS** 

# MULTIONE 7.3S (2 speed) Loader SPECS

# MultiOne 7.3S (2 speed) model plus the following options:

- A. Turf Tires 23 x 8.50-12 set of 4
- B. Hydraulic floating Boom Valve
- C. 110V block Heater
- D. Fully enclosed cab with sound insulation and mirrors
- E. Heating System
- F. 3 additional working lights LED
- G. Rear weights 180kg (90+90kg) (198+198lbs)
- H. Rear 12V electric socket
- I. Loader adapter plate to FS skid-steer plate

All deviations from this specification must be addressed by the in writing and submitted with bid.

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#### **PROPOSAL FORM**

THE UNDERSIGNED AFFIRMS AND DECLARES that this Bid is executed with full knowledge and acceptance of the specifications, requirements, terms and conditions contained herein and with complete understanding and full compliance of system requirements and hereby submits this Bid for the request contained herein and certifies that this Bid meets all the specifications and conditions requested herein. Any substitutions to the specifications requested are clearly and completely noted.

Having received the specifications prepared by the Town the undersigned hereby submits the following Unit Prices outlined for the piece of equipment, and attests that this bid meets all the specifications and conditions stated in this Request for Quotation as follows:

PROPOSE PRICE FOR MULTI-ONE 7.3S (2 SPEED) LOADER DELIVERED TO PWD -Parks department

\$	IN FIGURES
\$	
IN WO	RDS
Warranty:	
ADDENDA  The following Addenda have beer all costs thereto are included in the	n received. The modifications to the Bid Documents noted therein have been considered and e Base Bid.
Addenda #, _	,
Company Name	by (Signature)
Address	Print Name
City-Town- State -Zip	Title
Date	Telephone/Fax
Email	Emergency Phone

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### **REFERENCES**

(To be submitted with proposal – attach additional pages as necessary)

List references for similar services provided for at least Four (4) clients in the past five (5) years (attach any other client references if desired). PLEASE NOTE IT IS THE TOWN'S INTENT TO COMMUNICATE WITH THE REFERENCES LISTED HEREIN.

CLIENT 1:		
Organization Name:		
Contact Name:	Phone:	
Service Dates:		
Project(s):		
CLIENT 2:		
Organization Name:		
	Phone:	
Service Dates:		
Project(s):		
CLIENT 3:		
Organization Name:		
Contact Name:	Phone:	
Service Dates:		
CLIENT 4:		
Organization Name:		
Contact Name:	Phone:	
Service Dates:		
Project(s):		

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# NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of		_)	) SS:
County of		_)	) 33.
	, being first duly	sworn,	
1. He is	am bid. tners, owners, agents, reconspired, connived or a m Bid in connection with ement or collusion or coces in the attached Bid of price of any bidder, or age, against the Town of fair and proper and are	epresentat greed, dire n the Contr ommunicat or of any ot to secure t f Trumbull,	ives, employees or parties ectly or indirectly with any fact for which the Contractions or conference with ther Bidder, or to fix any hrough any collusion, (Owner) or any person
Signed Subscribed and sworn to before me thisday of Title	, 20	0	
My Commission Expires			

**End of BID**